

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re: FIELDWOOD ENERGY LLC, <i>et al.</i>, Debtors.¹	§ § § § § § §	Chapter 11 Case No. 20-33948 (MI) (Jointly Administered)
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**PROPOSED ORDER GRANTING LIMITED
RELIEF FROM THE AUTOMATIC STAY ON AUBREY WILD
PERSONAL INJURY LITIGATION**

Upon the *Motion of Aubrey Wild for Partial Relief from the Automatic Stay* (Docket No. 917) (the “**Motion**”) filed by movant Aubrey Wild (the “**Movant**”); and the Court having jurisdiction to decide the Motion and the relief requested therein; venue being proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409; and after due deliberation;

IT IS HEREBY ORDERED THAT the automatic stay pursuant to section 362 of the Bankruptcy Code is modified as follows:

1. This Stipulation shall have no force or effect unless and until approved by the Bankruptcy Court (the “**Entered Date**”).
2. Upon the Entered Date, the automatic stay shall be modified solely to the extent necessary to permit Movant to prosecute the claims set forth in his *Petition for Damages*, filed August 28, 2020, in the case styled *Aubrey Wild vs. Fieldwood Energy, LLC, ABC Insurance*

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, as applicable, are: Fieldwood Energy LLC (6778), Fieldwood Energy Inc. (4991), Fieldwood Onshore LLC (3489), Fieldwood SD Offshore LLC (8786), Fieldwood Energy Offshore LLC (4494), Fieldwood Offshore LLC (2930), GOM Shelf LLC (8107), FW GOM Pipeline, Inc. (8440), Galveston Bay Procession LLC (5703), Galveston Bay Procession LLC (0422), Fieldwood Energy SP LLC (1971), Dynamic Offshore Resources NS, LLC (0158), Bandon Oil and Gas, LP (9266), and Bandon Oil and Gas GP, LLC (9172). The Debtors’ primary mailing address is 2000 W. Sam Houston Parkway S., Suite 1200, Houston, TX 77042.

Company, Acadian Contractors, Inc., XYZ Insurance Company and Harold Lirette, No. C-698920 (19th Jud. Dist. Ct., La.) (the “**Lawsuit**”). All parties may prosecute and defend any appeal from a final judgment issued in the Lawsuit.

3. The Debtors and their estates and the reorganized debtors and their estates shall not be obligated to pay any amounts owed or awarded in connection with the Lawsuit, including, but not limited to, any monetary damages, insurance deductible, or attorneys’ fees and expenses, and the Movant shall credit the Debtors or reorganized debtors, as applicable, from any resulting settlement or judgment the amount necessary to satisfy and fully pay any required self-insured retention under the applicable insurance policy.

4. For the avoidance of doubt, the Movant may collect upon such settlement or final judgment (i) from anyone providing indemnity for the claim; (ii) from any and all insurance carriers providing coverage for the Movant’s claims; and/or (iii) by funds available under any and all insurance policies providing coverage for the Debtors’ adjudicated liability. The Movant’s collection pursuant to a final judgment is recoverable only from the applicable insurance policies of the Debtors and other third parties and not from the Debtors or their estates directly or indirectly.

5. Nothing contained herein shall be construed as a waiver by the Debtors of their right to object to any and all proofs of claim relating to the Lawsuit or any other pending prepetition action to which one or more of the Debtors are a party that may be filed by Movant or any other party in the Debtors’ chapter 11 cases.

6. The limited relief set forth herein shall not be construed as an admission of liability by the Debtors regarding any claim or cause of action arising from or in relation to the Lawsuit or any other matter.

7. The Bankruptcy Court shall retain jurisdiction to resolve any disputes or controversies arising from this Order.

Dated: _____, 2021

THE HONORABLE MARVIN ISGUR
UNITED STATES BANKRUPTCY JUDGE